

1 BILL NO. S-85-02-24

2 SPECIAL ORDINANCE NO. S-30-85

3 AN ORDINANCE approving the Contract
4 for Res. #406-84 - Lincolndale
5 Sanitary Sewer, by and between the
6 City of Fort Wayne, Indiana and All
7 Star Construction & Excavating, Inc.,
8 in connection with the Board of Public
9 Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract for Res. #406-84 -
13 Lincolndale Sanitary Sewer, made a part hereof, by the City of
14 Fort Wayne by and through its Board of Public Works and Safety
15 and All Star Construction & Excavating, Inc., is hereby ratified
16 and affirmed and approved in all respects. The work under said
17 Contract requires:

18 The construction of a sanitary sewer,
19 which from its size and character is
20 not only intended and adapted for use
21 by property holders, whose property
22 abuts the line of said sewer, but is
23 also intended and adapted for receiving
24 sewage from collateral drains already
25 constructed or which hereafter may be
26 constructed, be and the same is hereby
27 ordered in and along the following de-
28 scribed sewer line:

29 Line "A"

30 Beginning at a proposed manhole located
31 25+ LF West of and 20+ LF North of the
32 Northeast corner of Lot 51 in Lincolndale
Addition; thence due East along Sterling
Street 1115+ LF to a proposed manhole
located 10+ LF West of and 15+ LF North
of the Northwest corner of Lot 63 in
Lincolndale Addition; thence continuing
South along Huser Drive 440+ terminating
at a proposed manhole located 35+ LF South
of and 10+ LF West of the Southwest corner
of Lot 82 in Lincolndale Addition;

33 Line "B"

34 Beginning at a proposed manhole located
35 30+ LF East of and 15+ LF North of the
36 Northwest corner of Lot 98 in Lincolndale
37 Addition; thence due East along Lincolndale
38 Avenue 2105+ LF terminating at a proposed
39 manhole located 20+ LF East of and 30+ LF
40 South of the Southwest corner of Lot 73
41 in Lincolndale Addition;

Line "C"

Beginning at a proposed manhole located 7+ LF East of and 35+ LF South of the Southeast corner of Lot 38 in Lincoln-dale Addition; thence due North 240+ LF terminating at a proposed manhole located 7+ LF East of and 10+ LF North of the Southwest corner of Lot 10 in Lincoln-dale Addition;

Line "D"

Beginning at a proposed manhole located 12.5+ LF East of and 20+ LF North of the Northwest corner of lot 117 in Lincoln-dale Amended Addition; thence due South 455+ LF terminating at a proposed manhole located 12.5+ LF East of and 10+ LF South of the Southwest corner of said Lot 117;

Line "E"

Beginning at an existing manhole located 40+ LF West of and 35+ LF South of the Southwest corner of lot 144 in Lincoln-dale Addition; thence due North along Hatfield Road 1240+ LF terminating at a proposed manhole located 40+ West of and 10+ LF North of the Southwest corner of Lot 1 in Lincoln-dale Addition;

Said sewer shall be 8" in diameter;

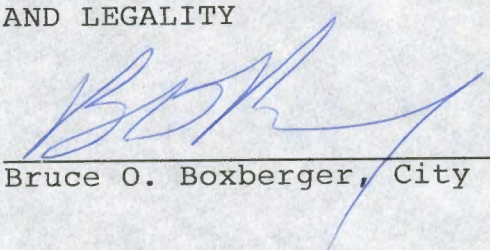
the Contract price is Two Hundred Seventy Thousand Five Hundred Thirty-Six and 50/100 Dollars (\$270,536.50).

SECTION 2. Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Slings, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.

DATE: 2-26-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Bradbury, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u> </u>	<u> </u>	<u>2</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 3-12-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. S-30-85 on the 12th day of March, 1985,

ATTEST: Sandra E. Kennedy (SEAL) Mark E. GiaQuinta
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of March, 1985, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of March, 1985, at the hour of 8:30 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

The construction of a sanitary sewer, which from its size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered in and along the following described sewer line:

Line "A"

Beginning at a proposed manhole located 25± LF West of and 20± LF North of the Northeast corner of Lot 51 in Lincolndale Addition; thence due East along Sterling Street 1115± LF to a proposed manhole located 10± LF West of and 15± LF North of the Northwest corner of Lot 63 in Lincolndale Addition; thence continuing South along Huser Drive 440± LF terminating at a proposed manhole located 35± LF South of and 10± LF West of the Southwest corner of Lot 82 in Lincolndale Addition

Line "B"

Beginning at a proposed manhole located 30± LF East of and 15± LF North of the Northwest corner of Lot 98 in Lincolndale Addition; thence due East along Lincolndale Avenue 2105± LF terminating at a proposed manhole located 20± LF East of and 30± LF South of the Southwest corner of Lot 73 in Lincolndale Addition.

Line "C"

Beginning at a proposed manhole located 7± LF East of and 35± LF South of the Southeast corner of Lot 38 in Lincolndale Addition; thence due North 240± LF terminating at a proposed manhole located 7± LF East of and 10± LF North of the Southwest corner of Lot 10 in Lincolndale Addition.

Line "D"

Beginning at a proposed manhole located 12.5± LF East of and 20± LF North of the Northwest corner of lot 117 in Lincolndale Amended Addition; thence due South 455± LF terminating at a proposed manhole located 12.5± LF East of and 10± LF South of the Southwest corner of said Lot 117.

Line "E"

Beginning at an existing manhole located 40± LF West of and 35± LF South of the Southwest corner of lot 144 in Lincolndale Addition; thence due North along Hatfield Road 1240± LF terminating at a proposed manhole located 40± LF West of and 10± LF North of the Southwest corner of Lot 1 in Lincolndale Addition.

Said sewer shall be 8" in diameter.

74-131-13
2/13/85

CONTRACT NO. 406-1984

"Lincolndale Sanitary Sewer"

THIS CONTRACT made and entered into in triplicate this 10th day of Feb. 1985, by and between All Star Construction & Excavating Inc. herein called CONTRACTOR and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety herein called OWNER,

WITNESSETH, that the Contractor and the Owner for the consideration herein-after named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following;

Lincolndale Addition Sanitary Sewer

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11136, Sheets 1 through 13, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2 THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$ 270,536.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1. 8" Sewer Pipe	Twenty six and 20/100	\$ 26.20
2. CFW Std. M.H. Type I-A	One thousand fifty and no/100	\$ 1,050.00
3. CFW Std. M.H. Type VI-A	One thousand eight hundred seventy and no/100	\$ 1,870.00
4. 6" 'T' or 'WYE' (incl cap, plug & permits)	One hundred twenty nine and no/100	\$ 129.00
5. 6" Building Sewer Extensions	Fourteen and 25/100	\$ 14.25
6. Compacted Sp. Backfill	Six and 77/100	\$ 6.77
7. Compacted #53/#73 Sp. Backfill	Nine and 92/100	\$ 9.92
8. #5 Limestone for DW/S	Six and 75/100	\$ 6.75

9. 4" Ashpalt DW/S	Eleven and No/00	\$ 11.00
10. Double Chip & Seal	One and 75/100	1.75
11. 10" Deep Strength Asphalt	Twentyfour and No/100	24.00
12. 1" A-2 Surface Ashpalt	Three and 25/100	3.25
13. 4"-12" Field Tile and Culv. Pipe	Six and No/100	6.00
14. Seeding, Mulch, Fertilize Top Soil	NO and 45/100	0.45
15. STD Drop Pipe	Two-hundred fifty and No/100	250.00
16. #53 Sp. Backfill as subbase	Seven and 25/100	7.25
17. 24" RCP Class III, Plain Joint	Eleven and No/100	11.00

ARTICLE 3. PROGRESS PAYMENTS (Except Barrett Law and/or if applicable City's Share)

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the

contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5 WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof. It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6-M/FER/9)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne,, attached hereto and make a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 406-1984
- B. Instructions to Bidders for Contract No. 406-1984
- C. Contractor's Proposal dated February 6 1985.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. 11136, Sheets 1 through 13.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted 23 July 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- G. Non-Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing Wage Scale
- I. Performance Bond
- J. Labor and Material Payment Bond
- K. Comprehensive Liability Insurance Coverage
- L. Application for Cut Permit
- M. Escrow Agreement
- N. Notice of Award
- O. Notice to Proceed
- P. Change Order
- Q. Notice of Final Acceptance
- R. Special Provisions

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

By Edward F. Foss
Edward F. Foss, President

By Edward W. Foss
Edward W. Foss, Secretary

CITY OF FORT WAYNE, INDIANA

By Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY

Richard L. Snouffer
Richard L. Snouffer, Associate
City Attorney

Board of Public Works & Safety

David J. Kiestez
David J. Kiestez, Director
of Public Works

Cosette R. Simon
Cosette R. Simon, Director
of Administration & Finance

Lawrence D. Consalvos
Lawrence D. Consalvos, Director
of Public Safety

APPROVED by the Common Council of the City of Fort Wayne on ____ day of ____
1985.



The Continental Insurance Companies

Bond No. _____

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That All Star Construction & Excavating, Inc., 5722 Langford Lane,
(Here insert full name and address or legal title of the Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Contractor, and The Continental Insurance Companies as Surety,
(Here insert full name and address or legal title of Surety)
hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana, Room 920,
(Here insert full name and address or legal title of Owner)

City-County Building, One Main Street, Fort Wayne, Indiana 46802
as Oblige, hereinafter called Owner, in the amount of Two Hundred Seventy Thousand Five Hundred
Thirty Six and 50/100 Dollars (\$ 270,536.50),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated Feb. 13, 1985,
entered into a contract with Owner for Contract #406-1984, Construction of the Lincoln Dale
Sanitary Sewer
in accordance with drawings and specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____ A. D. 19 _____

Edward W. Foss
(Witness)

All Star Construction & Excavating, Inc. (Seal)
(Principal)
By: Edward W. Foss President
(Title)

[Signature]
(Witness)

The Continental Insurance Companies (Seal)
(Surety)
By: Joanne D. Maguire
Attorney (Title)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That All Star Construction & Excavating, Inc., 5722 Langford Lane,
 (Here insert full name and address or legal title of Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Principal, and The Continental Insurance Companies as Surety,
 (Here insert full name and address or legal title of Surety)
 hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana, Room 920,
 (Here insert full name and address or legal title of Owner)
City-County Building, One Main Street, Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Hundred
Seventy Thousand Five Hundred Thirty Six and 50/100----- Dollars (\$ 270,536.60),
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated Feb. 13, 1985.
 entered into a contract with Owner for Contract #406-1984, Construction of the Lincoln Dale
Sanitary Sewer
 in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A. D. 19 _____

Edward W. Jones
 (Witness)

All Star Construction & Excavating, Inc. (Seal)
 (Principal)
 By: Edward Jones President
 (Title)

The Continental Insurance Companies (Seal)
 (Surety)
 By: Joanne Mignier
 Attorney (Title)

(Witness)

TO: CITY ATTORNEY
FROM: BOARD OF PUBLIC WORKS
APPROVED BY: David J. Kiester
David J. Kiester, Chairman

DATE: Feb. 20, 1985
SUBJECT: Contract #406-84 - Lincolnale San. Sewer

FILE # ASSIGNED BY RECORDS LIBRARIAN

6926

ACTION REQUESTED: Please prepare an ordinance to be introduced in City
Council on: Feb. 27, 1985

approving Contract #406-84 - Lincolnale Sanitary Sewer, All Star Construction
& Excavating, Inc. Contractor

cc: CITY ATTORNEY
DEPARTMENT

BILL NO. S-85-02-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract

for Res. #406-84 - Lincolndale Sanitary Serwer, by and between the
City of Fort Wayne, Indiana and All Star Construction & Excavating,
Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 2-12-85

SANDRA E. KENNEDY
CITY CLERK

TITLE OF ORDINANCE Contract for Res. #406-84, Lincolndale Sanitary Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. #406-84, Lincolndale Sanitary Sewer

is for sanitary sewers in Lincolndale Addition as per the attached

description. All Star Construction & Excavating, Inc. is the contractor.

EFFECT OF PASSAGE Improved sewer conditions in Lincolndale Addition.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$270,536.50

ASSIGNED TO COMMITTEE